## BEST AVAILABLE COPY

EXHIBIT D

## **ASSIGNMENT**

WHEREAS HK MEDICAL TECHNOLOGIES, INC., a Texas corporation ("ASSIGNOR"), and FEELSURE HEALTH CORPORATION, a Delaware corporation ("ASSIGNEE"), are parties to an OUS Patent License Agreement, dated March 26, 2001 (the "License Agreement"), governing the license back by Assignes to Assigner of non-medical applications of the non-U.S. Patents (the "Patents") assigner by Assigner to Assignee pursuant to an OUS Patent Assignment, dated March 26, 2001, between Assigner and Assignee (the "OUS Patent Assignment"), a copy of which is attached hereto;

WHEREAS, under the OUS Patent Assignment, Assignor retained certain reassignment rights with respect to the Patents (the "Reassignment Rights");

WHEREAS, Assignor desires to transfer and Assignes desires to acquire all of Assignor's right, bite and interest in and to the Patenta and to terminate the Patent License;

NOW, THEREFORE, for good and valuable consideration, the recipit and sufficiency of which is hareby acknowledged, Assignor hereby sells, assigns and transfers to Assignse the entire right, title and interest in and to the Patents, including the right to claim priority and the right to any continuation, division or substitute application thereof and the Reassignment Rights.

The License Agreement is hereby terminated and shall be of no further force or effect. Assigner hereby assigns to Assignee any and all claims it may have under the License Agreement.

Assignor agrees that when requested by Assignee it will execute all documents necessary of desirable to properly vest full right, title and interest in and to all of the Patents in the name of Assignee or which, in the sole judgment of Assignee, may be necessary to obtain, maintain, issue or enforce any of the Patents. Assigner represents and warrants that the Patents constitute all of the patents and patents applications in jurisdictions outside of the United States of America related to bladder control devices in which it has an interest.

IN WITNESS WHEREOF, HK MEDICAL TECHNOLOGIES, INC. has caused this Patent Assignment to be executed and delivered as of the \_\_ day of May, 2004.

HK MEDICAL TECHNOLOGIES, INC.

Timothy H. Herring, President

State of Texas

) ss.: 451-02-4828

County of Bexar)

On this \_\_\_\_\_day of May, 2004, before me personally came Timothy H. Herring, to me known, who being by me duly sworn, did depose and say that he signed his name to the above Assignment as President of HK MEDICAL TECHNLOGIES, INC.

[Notarial Seal]

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